

Contract no. 530

LIBRARY
INSTITUTE OF MANAGEMENT
LABOR RELATIONS
OCT 09 1989
RUTGERS UNIVERSITY

AGREEMENT

between

CLIFFSIDE PARK BOARD OF EDUCATION

and

CLIFFSIDE PARK ADMINISTRATORS ASSOCIATION

1988-1989

1989-1990

ARTICLE I

Recognition

Pursuant to Chapter 303, Public Laws, 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:13A-1 et seq.), the Cliffside Park Board of Education recognizes the Cliffside Park Administrators' Association as the exclusive negotiating representative for collective negotiations 'concerning' the terms and conditions of administrators' employment for the following categories of personnel:

Principals, Elementary

Principal, High School

Vice Principal, High School

ARTICLE II

The parties have negotiated in good faith and have reached the following agreement pursuant to Chapter 303, Public Laws of 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1, et seq.

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

If any provision of this agreement, or any interpretation, application or administration thereof shall be determined by a court or administrative agency, having jurisdiction thereof, to be contrary to law, such provision, interpretation or administration, shall be deemed invalid and stricken therefrom to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

ARTICLE III

Professional Dues

During the term of this Agreement, the Board shall pay the full cost of the annual dues to the appropriate national professional organization (NASBP or NESP, as the case may be) for each administrator covered by this Agreement.

ARTICLE IV

Insurance Protection

During the term of this Agreement, the Cliffside Park Board of Education shall provide the health care insurance protection designated below:

1. For all administrators covered by this Agreement who remain in the employ of the Board for the full school year the Board shall make payment of full individual or full family insurance premiums, as appropriate, in the State Health Benefit Plan, for the full two year period, commencing July 1, 1988 and ending June 30, 1990. Coverage provided by the State Health Benefit Plan includes hospitalization, surgical, Rider J and Major Medical benefits.

2. For all administrators covered by this Agreement who remain in the employ of the Board for the full school year the Board shall provide, on a proportionate basis, such Dental Plan as is provided by the Board to the professional teaching staff members under the Collective Bargaining Agreement with the Cliffside Park Education Association for the full two year period commencing July 1, 1988 and ending June 30, 1990.

3. Prescription Coverage

The Board, shall, in accordance with the rules of the Blue

Cross Plan, contribute not more than \$2,650 toward the annual premium cost toward the Blue Cross Plan for individual administrators and their dependents where applicable.

4. Optical Coverage

The Board shall contribute, during the school years 1988-1989 and 1989-1990, not more than \$135 on account of the annual premium cost for an Optical Plan for individual administrators.

ARTICLE V

Compensation for Unused Sick Leave

1. Any administrator who, as of the end of any school year beginning with 1985-1986, has in excess of seventy-five (75) accumulated unused sick leave days, has either served the district at least ten (10) years and has retired under the Teachers' Pension and Annuity Fund and has begun to collect benefits under the Teachers' Pension and Annuity Fund upon such retirement, or has served the district at least twenty-five (25) years and leaves the employ of the Board for any reason, shall be paid an amount equal to the number of accumulated unused sick leave days in excess of seventy-five (75) times \$50.00, provided that the maximum amount payable to any administrator under this provision shall be \$10,000.00. Payment of the unused sick leave compensation shall be made in one (1) lump sum within thirty (30) days after retirement or termination. In the event of the death of an administrator prior to severance or retirement and collection of this payment, said payment shall be made to the estate of said administrator.

2. Early retirement - For the duration of this contract, any administrator shall have the opportunity to initiate negotiations for an early retirement financial incentive plan. The Board shall also have the opportunity to initiate negotiations for an early retirement financial incentive plan with any administrator covered under this agreement.

ARTICLE VI

Vacations

1. Each administrator covered by this Agreement shall be entitled to a

total of *one month and two weeks vacation, subject to all conditions and procedures relating to administrators' vacations which may exist at the time of the execution of this Agreement, including but not limited to, the condition that such vacation shall be taken during the months of July and August and upon such dates as shall have been approved in advance by the Superintendent of Schools.

*Total Days: Month of July excluding July 4

2. New administrators appointed after July 1, 1988 shall receive three (3) weeks vacation after one (1) full year as an administrator in the district and four (4) weeks vacation after two (2) full years employed as an administrator. If said administrator is appointed after July 1st of a given year, the earned vacation for that year shall be pro-rated, equal to one day for each full month employed.

ARTICLE VII

Salaries

1. The salaries of all administrators covered by this agreement shall be as follows:

	<u>1988-1989</u>	<u>1989-1990</u>
Elementary Principals - No. 3	64,462	69,962
No. 4	64,462	69,962
No. 5	64,462	69,962
No. 6	64,462	69,962
High School - Principal	67,908	73,408
Vice-Principal - High School	63,431	68,931

2. New administrators appointed after July 1, 1988 shall be placed on the following salary guide when employed:

Year 1 - 75% of maximum salary paid for that position.

Year 2 - 80% of maximum " " " "

Year 3 - 85% of maximum " " " "

Year 4 - 90% of maximum salary paid for that position.

Year 5 - 95% of maximum " " " "

Year 6 - 100% of maximum " " " "
(max)

Credit for previous experience may be granted by the Superintendent of Schools and placed on the appropriate level of this "Administrators' Guide."

3. The Board of Education expressly reserves the right to withhold, for inefficiencies or other good cause, all or part of a salary increase. All or part of a salary increase shall be based on a satisfactory evaluation and recommendation by the Superintendent of Schools.

4. Compensation (Years of Service)

All administrators covered by this agreement who have been employed by the Cliffside Park Board of Education shall receive a stipend for Longevity based on the following guide for 1988-1989 and 1989-1990:

- At the completion of:
- 1) 20 years = \$825
 - 2) 25 years = 875
 - 3) 30 years = 925

ARTICLE VIII

Grievance Procedures

A. Definitions, Basic Principles and Time Limits

1. A "Grievance" is a claim by an administrator that there has been to him a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing administrators, or of this Agreement, except that the terms "grievance" shall not apply to (1) a complaint of a non-tenured administrator which arises by reason of his not being re-employed, or (2) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the administrator within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

2. An administrator or the Association may present, in appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.

3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

4. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter in-

formally with his superior and having the grievance adjusted without intervention of the Association.

5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

B. Grievance Procedures

1. Level One - Superintendent

If an administrator believes there is a basis for a grievance, he shall first discuss the alleged grievance with the Superintendent, either personally or accompanied by a representative of the Cliffside Park Administrators Association. If, as a result of the informal discussion with the Superintendent, the grievance still exists, the administrator may invoke the formal grievance procedure and present his grievance, in writing, to the Superintendent within five (5) school days of the informal discussion. The Superintendent shall indicate the disposition of the grievance and shall inform the administrator of his decision within ten (10) school days from the date the administrator filed the formal grievance.

2. Level Two - Board of Education

if the administrator is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may request that the Board of Education review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the decision by the Superintendent of Schools, or within ten (10) school days of the date said decision should have been rendered. The Board of Education shall review the grievance, conduct a hearing if requested by the administrator, and render a decision within twenty (20) school days. . .

3. Level Three - Arbitration

(a) If the administrator is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, he may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the employee.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commit-

ment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of any arbitrator and during the arbitration proceedings.

(c) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

(d) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

4. Costs of Arbitration

(a) The Board and the Association shall each bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

C. Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of administrators, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of any established policy governing employees, or of this Agreement.

D. Emergency Procedure

Recognizing that emergencies may arise, and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group of individuals or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedures may be expedited if the individual, group of individuals or the Association, as the case may be, states, in writing, the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited. The grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

ARTICLE IX

Retention of Existing Benefits

Except as may be otherwise provided by the terms of this Agreement, all benefits granted by the Board to the Administrators, and all terms and conditions of employment in existence upon the date of the execution

of this Agreement, shall be maintained and continued during the term of this Agreement.

ARTICLE X

Duration of Agreement

This agreement shall be effective as of July 1, 1988, and shall continue in effect through June 30, 1990.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective presidents, attested by their representative secretaries and their corporate seals to be placed hereon, all on the

24 day of Jan, 89.

CLIFFSIDE PARK BOARD OF EDUCATION

By

[Signature]
Chairperson

By

[Signature]
Secretary

CLIFFSIDE PARK ADMINISTRATORS ASSOCIATION

By

[Signature]
Chairperson

By

[Signature]
Co-Chairperson